

**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2006

Division: Emergency Services

Bulk Item: Yes X No \_\_\_\_\_

Department: Fire Rescue

Staff Contact Person: Darice Hayes

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**AGENDA ITEM WORDING:** Request approval of an Agreement with the University of Miami School of Medicine, Center for Research in Medical Education, Division of Emergency Medical Skills Training (UM), and the Monroe County Board of County Commissioners for Monroe County Fire Rescue (MCFR) to act as a satellite training site of the UM for American Heart Association (AHA) approved courses in Advanced Cardiac Life Support (ACLS) and Basic Life Support (BLS) for the period beginning March 01, 2006 through February 28, 2007.

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**ITEM BACKGROUND:** In December of 1998, Monroe County became an AHA Community Training Center, for the purpose of sponsoring CPR, ACLS, and First Aid courses throughout the County. The agreement executed between Monroe County and the AHA provided organizational affiliation for all county AHA instructors, and authorized the certification and issuance of certification cards to County firefighters, EMTs, paramedics, and other employees, as well as County residents. The agreement between Monroe County and AHA has now expired as of November 30, 2005. Although, the County could again contract directly with the AHA, it would be more time-and-cost effective to maintain an independent satellite training center. Also, the AHA has specific training center requirements which mandate standards of instructor training and renewal, course and participant recordkeeping, equipment purchase and maintenance. These standards can more efficiently be handled by a larger, parent training center (UM), with a local satellite (MCFR). The Agreement, as outlined in the above section, maintains affiliation requirements for in-county instructors, and allows them to teach in-county courses both in a time and cost efficient manner.

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**PREVIOUS RELEVANT BOCC ACTION:** None.

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**CONTRACT/AGREEMENT CHANGES:** None.

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**STAFF RECOMMENDATIONS:** Approval.

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**TOTAL COST:**\$300.00 - \$500.00/annually

**BUDGETED:** Yes X No \_\_\_\_\_

**COST TO COUNTY:**\$300.00 - \$500.00/annually

**SOURCE OF FUNDS:** Ad valorem taxes

**REVENUE PRODUCING:** Yes \_\_\_\_\_ No X **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty Yes OMB/Purchasing Yes Risk Management Yes

**DIVISION DIRECTOR APPROVAL:** \_\_\_\_\_

  
Clark O. Martin, Jr.

**DOCUMENTATION:** Included X Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: University of Miami Contract #\_\_\_\_\_

Effective Date: March 01, 2006

Expiration Date: February 28, 2007

Contract Purpose/Description: Agreement between the University of Miami (who has been authorized by the American Heart Assoc.) and the MCBOCC for Monroe County Fire Rescue to act as a satellite training site of the University of Miami for American Heart Assoc. courses in Advanced Cardiac Life Support (ACLS) and Basic Life Support (BLS).

Contract Manager:	<u>Clark O. Martin, Jr.</u>	<u>6004</u>	<u>Fire Rescue / Stop #14</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 02/15/06 Agenda Deadline: January 31, 2006

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 300.00-500.00 Current Year Portion: \$ 300.00-500.00

Budgeted? Yes ☒ No ☐ Account Codes: 13001-530540-                     

Grant: \$ \_\_\_\_\_

County Match: \$ \_\_\_\_\_

\_\_\_\_\_

### ADDITIONAL COSTS

Estimated Ongoing Costs: \$\_\_\_\_\_/yr For: \_\_\_\_\_

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

Division Director \_\_\_\_\_ Date In \_\_\_\_\_ Changes Needed Yes ☐ No ☒ Reviewer *Co. M. A. S.* Date Out *1-27-06*

Risk Management 1-16-00 Yes ☐ No ☒ M. J. Javala 1-17-00

O.M.B./Purchasing 1-18-06 Yes ☐ No ☒ Shirley Spauld 1/19/06

County Attorney 1/13/06 Yes ☒ No ☐ OK 1/23/06 1/13/06

Comments: Contract Marked Up <sup>on</sup> OK 5/23/06

**AGREEMENT FOR SATELLITE TRAINING CENTERS OF THE UNIVERSITY OF MIAMI SCHOOL OF MEDICINE, CENTER FOR RESEARCH IN MEDICAL EDUCATION, DIVISION OF EMERGENCY MEDICAL SKILLS TRAINING**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the University of Miami School of Medicine, Center for Research in Medical Education, Division of Emergency Medical Skills Training, a not for profit organization, (hereinafter referred to as "CRME") organized and existing under the laws of the State of Florida and the Monroe County Board of Commissioners for Monroe County Fire Rescue (hereinafter referred to as "SATELLITE").

WHEREAS, the CRME is authorized by the American Heart Association (AHA) as a training center;

WHEREAS, the SATELLITE desires to act as a satellite training site of the CRME for AHA courses in Advanced Cardiac Life Support (ACLS) and Basic Life Support (BLS);

WHEREAS, the CRME is authorized to designate and monitor a facility as a satellite training center;

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

- I. The CRME shall:
  - A. Monitor compliance with AHA training requirements for courses and curriculum conducted by SATELLITE as a Satellite Training Site. CRME shall have authority to terminate SATELLITE'S designation as a satellite training center if CRME determines, in its sole discretion that SATELLITE is not in compliance with AHA training requirements.
  - B. Verify that standards for equipment, materials, supplies, files and the satellite training site are maintained by making an initial and then annual follow-up visit to the satellite-training site, which will be scheduled in advance at a mutually convenient time.
  - C. Submit all required data and/or reports for satellite training sites to the AHA and maintain a file of each instructor teaching ACLS and BLS courses on behalf of SATELLITE.
  - D. Agree to be designated as the primary Training Center.

- E. Provide the SATELLITE with AHA course completion cards one week following receipt of a properly completed roster and course outline, including instructor assignments for each course taught by the SATELLITE.
- F. Enter and maintain data for the SATELLITE courses in the CRME'S Training Center computerized database.
- G. Bill the SATELLITE for fees and costs as described in this Agreement. The fees and costs may be changed by CRME at the time of renewal of this Agreement. CRME shall provide thirty (30) days notice to SATELLITE of the changes to the fees and costs.
- H. Request payment yearly for the affiliation fee. Request payment upon completion of each course taught by SATELLITE for AHA card costs and per student processing fees through submission of a properly completed invoice.
- I. Update instructors entered in the database that have designated CRME as their primary training center on AHA course changes, science guidelines, policies and procedures in accordance with AHA guidelines.

II. The SATELLITE shall:

- A. Designate an ACLS and BLS Instructor as the Training Center Coordinator for the SATELLITE as a Satellite Training Site.
- B. Provide staff to serve as ACLS AND BLS instructors for SATELLITE courses and require that all instructors for SATELLITE designate CRME as their primary training center or provide to the CRME, prior to conducting any ACLS and BLS training session, documentation of their affiliation with an AHA approved primary training center.
- C. Provide the CRME with a master list of all SATELLITE instructors and expirations dates of said instructors' ACLS and BLS Instructor Certification.
- D. Agree to require that all instructors fulfill the roles and responsibilities of an instructor as outlined by AHA in the ACLS and BLS Instructor Manual.
- E. Maintain the following documents for each course provided for three (3) years: course outline, attendance records with contact hours granted, all rosters with the written examination scores, education program/class evaluation tally forms, skills evaluation for each student.
- F. Submit the following documentation to the CRME upon completion of each course provided by the satellite training site: course outline, attendance records with contact hours granted, roster with written examination scores, education program/class evaluation tally forms.

- G. Purchase necessary AHA textbooks for the ACLS and BLS courses and obtain all supplies/ materials/equipment needed for the courses.
- H. Clean and maintain equipment used for the courses according to AHA standards.
- I. The SATELLITE is a state agency subject to limited liability under §768.28, F.S., and maintains adequate insurance to respond to any liability in excess thereof. To the extent authorized by §768.28, F.S., SATELLITE shall indemnify, defend and hold harmless CRME, and CRME'S agents, trustees, executors, personal representatives, general partners, limited partners, and attorney-in-fact, of and from any and all fines, claims, demands, liability, cost or expense (including but not limited to attorney's fees) and causes of action, of every nature whatsoever brought by any person or entity, arising or growing out of, directly or indirectly, the following: (i) the occupation or use of the Premises, the Building, or the Property and every part thereof, by SATELLITE, (ii) any breach or violation of this Agreement by SATELLITE, or (iii) the conduct of SATELLITE'S business. For all purposes of the indemnification granted herein, the claims, demands, acts or omissions of SATELLITE'S contractors, employees, agents, servants, guests, clients and invitees shall be deemed to be those of the SATELLITE. In any such event, the comparative negligence on the part of the CRME or its representatives shall not in any way limit or effect SATELLITE'S obligation under this indemnification.
- J. Indemnify, defend and hold harmless the CRME, from any and all losses, claims, expenses, liabilities and causes of action arising out of the negligence of the SATELLITE in connection with the operation of this Agreement.
- K. Remit payment to the CRME as follows:
  - a) Annual Training Center affiliation fee \$300.00
  - b) Published unit cost of each AHA ACLS card 2.50
  - c) Published unit cost of each AHA BLS card 1.00
  - d) Per student processing fee 3.00

SATELLITE understands and agrees that these fees and costs are subject to change at the time of renewal of this Agreement and that CRME shall provide thirty (30) days notice of the change.

III. The CRME and SATELLITE mutually acknowledge and agree:

- A. This Agreement shall commence on March 01, 2006 and shall remain in full force and effect until February 28, 2007. Either party may elect annually to extend this Agreement for an additional year upon providing at least thirty (30) days prior written notice of intent to extend, which shall be commemorated by an Amendment to this Agreement executed by both parties.

- B. This Agreement may be terminated without cause by either party with no less than thirty (30) days written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of receipt. Said notice shall be delivered to the contact person for the appropriate party in accordance with Section III, Paragraph E of this Agreement. Should this Agreement be terminated by either party, SATELLITE agrees to satisfy all outstanding charges due at the time of termination within thirty (30) days.
- C. The CRME will notify the SATELLITE immediately should its status as a Training Center change.
- D. Every notice in this Agreement shall be in writing and directed to the respective contact persons and addresses set forth below:

For the Center for Research in Medical Education (CRME):

Alan J. Fish  
1507 Levante Avenue, Room 327  
Coral Gables, FL 33146

And

Angel Brotons  
1430 N.W. 11<sup>th</sup> Avenue  
Miami, FL 33136

Mailing address:  
P. O. Box 016960 (D-41)  
Miami, FL 33101

For Monroe County Fire Rescue:

Gary Boswell  
Monroe County Fire Rescue  
490 63 St. Ocean  
Marathon, FL 33050

- E. Both parties agree that this Agreement contains the entire agreement of the parties and that there are no conditions or limitations to this undertaking except those stated herein.
- F. This Agreement may only be amended by written consent of both parties. No alteration, change or modification shall be binding or effective unless executed in writing and signed by both parties hereto.

- G. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising from this Agreement shall be Miami-Dade County, Florida.
- H. The failure by any party to enforce at any time any of the provisions of this Agreement, or any rights with respect hereto, or to exercise any election herein provided, shall in to way be considered to be a wavier of such provision, rights or elections, or in any way affect the validity of this Agreement.
- I. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of both parties.
- J. If any provision of this Agreement is held invalid for any reason, the other provisions of this Agreement shall remain in effect, insofar as is consistent with the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

FOR THE UNIVERSITY OF MIAMI

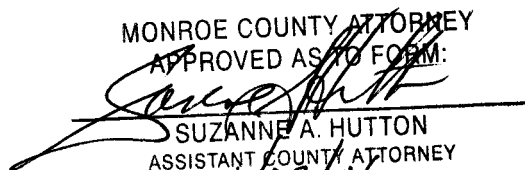
\_\_\_\_\_  
By: Alan J. Fish  
Vice President for Business Services  
University of Miami

FOR MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 1/23/06